

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

| | | |
|-------------------------------|---|---------------------|
| CBV, INC., |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | C.A. No. 21-1456-MN |
| |) | |
| CHANBOND, LLC, |) | |
| |) | |
| Defendant/Crossclaim |) | |
| Defendant, |) | |
| |) | |
| DEIRDRE LEANE, and IPNAV, LLC |) | |
| |) | |
| Defendants/Counterclaim |) | |
| Plaintiffs/Crossclaim |) | |
| Plaintiffs. |) | |

STIPULATION AND [PROPOSED] ORDER

IT IS HEREBY STIPULATED AND AGREED, by and between Crossclaim Defendant ChanBond, LLC (“ChanBond”), Crossclaim Plaintiffs IPNav, LLC and Deirdre Leane (“Crossclaim Plaintiffs”), and non-party UnifiedOnline Inc. (“Unified”), by and through their undersigned counsel and subject to the approval of the Court, that Crossclaim Plaintiffs and Unified will be bound by the final outcome, including all applicable appeals, of Crossclaim Plaintiffs’ cross-claim to confirm the Arbitration Award against ChanBond in the above captioned action, and ChanBond and Unified will be bound by the final outcome, including all applicable appeals, of ChanBond’s cross-claim to vacate the Arbitration Award in the above captioned action. (See D.I. 41 at 33-38; D.I. 117 at 9-11.)

IT IS FURTHER STIPULATED AND AGREED, by and between Crossclaim Plaintiffs, ChanBond, and Unified, that ChanBond may assert, on behalf of Unified, any and all defenses to the confirmation of the Arbitration Award otherwise available to Unified, regardless of whether

any such defenses are available to ChanBond. For the avoidance of doubt, nothing in this stipulation shall enlarge or diminish the defenses to confirmation of the Arbitration Award available to ChanBond, and no defense asserted on behalf of Unified shall be a defense to confirmation of the Arbitration Award as against ChanBond merely by virtue of having been asserted on Unified's behalf. Unified reserves all rights, claims, and defenses arising from, related to, or otherwise implicated by this action, including by way of example and not limitation, the right to intervene in this action or to participate directly in or initiate any appeal.

IT IS FURTHER STIPULATED AND AGREED, by and between Crossclaim Plaintiffs, ChanBond, and Unified that, upon final judgment in this action regarding resolution of the Crossclaim Plaintiffs and ChanBond's claims to confirm or vacate the Arbitration Award, Crossclaim Plaintiffs, ChanBond, and Unified shall execute such documents as are necessary to effectuate the entry of the corresponding judgment called for by this Stipulation, subject to any modification, reversal, or vacation of the judgment on appeal.

Dated: July 6, 2022

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Attorneys for Non-Party UnifiedOnline Inc.

SO ORDERED, this _____ day of _____ 2022.

UNITED STATES DISTRICT JUDGE